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1 and in the customers that hung out at these other
2 places that were good for the mall. And that was the
3 color of the skin of the people participating.

4 So, it's that, to me, you know, and the fact
5 that they wouldn't fix our air conditioning when we
6 see lots and lots of documentation that shows that
7 they understood that they were not providing us the
8 water that was contracted in Wolfgang's lease for the
9 space, but, yet, they would ignore that for years and
10 just allow us to be an extremely hot space knowing
11 that it would make people uncomfortable and want to
12 leave.

13 So, other than those things, I don't know
14 that I had any conversations that anybody said
15 anything in particular that made me feel like there
16 was racial bias.

17 Q So, Mr. McKeown never said anything to you
18 that you think supports your allegations that Forum
19 Shops discriminated against you based on the race of
20 your clientele?

21 A I don't think that Mr. McKeown expressed
22 anything verbally that designated him as supporting
23 any racial bias.

24 Q But, you believe that was indicated by the
25 actions that you have described?

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1 A I believe so.

2 Q Any other action?

3 A Post Rick being there, we opened up and
4 changed our name to Poetry; and our name was in all of
5 the kiosks throughout the whole mall. They changed it
6 from O.P.M. on all of the kiosks to Poetry. They had
7 our name in all of their brochures from O.P.M. Then
8 they had them reprinted and they had Poetry.

9 And, then, now they have -- or after we
10 had -- or when we were still open, they had removed
11 our name off of all of their kiosks throughout the
12 whole building even though we had been in operation in
13 there. They had recognized us as an operation in
14 there for over six years. Then they take our names
15 off of all of the kiosks while we were still in
16 operation.

17 Q When was that?

18 A I believe they removed them in December of
19 last year.

20 Q Did you say anything to anybody at the Forum
21 Shops?

22 A No.

23 Q When they did that?

24 A No.

25 Q Any other actions you believe support your

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1 contentions of racial discrimination?

2 A Are we talking about just from Simon?

3 Q Yes.

4 A No. I believe that removing our signs, not
5 giving us air conditioning, limiting our ability to do
6 promotions outside or anywhere around our front door,
7 you know, like what the other tenants were allowed to
8 do. I wasn't asking for anything that I didn't see
9 other people receiving the same benefit. And we
10 weren't asking on a regular basis. And, since they
11 weren't really in charge of closing the WANDoor, I
12 don't believe that that's their responsibility as much
13 as it was Caesar's. So, those particular actions, I
14 believe, are the ones that we have in our action
15 against you, yes.

16 Q Now, you allege in your complaint that Forum
17 Shops interfered with your contract with Chinois?

18 A Well, yes, we do.

19 Q And what contract is that?

20 A Our management agreement.

21 Q Is that Exhibit 1?

22 A I believe that's what it is.

23 BY MS. OLIVEROS: Well, Exhibit 1 is the
24 management agreement and amendments as well.

25 BY MR. MCCREA: That's correct.

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1 BY MR. MCCREA:

2 Q Would you take a moment to look at
3 Exhibit 1, Mr. Goodwin? And your counsel is correct.
4 It purports to be the agreement and four amendments.

5 BY MS. OLIVEROS: Go ahead and take a look
6 at it and let us know when you are done.

7 BY MR. MCCREA:

8 Q You don't have to read the whole thing if
9 you don't need to. I am just asking you to identify
10 this as the agreement that you alleged Forum Shops
11 interfered with?

12 A I believe this is the agreement that we are
13 alleging that Forum Shops interfered with.

14 Q And Exhibit 1 is the agreement and four
15 amendments; is that correct?

16 A That's what we had as our agreement. Four
17 amendments. I haven't looked back here to see them
18 all, but I am assuming that they are correct.

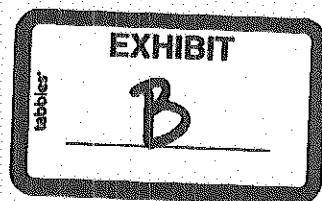
19 Q Who prepared this agreement?

20 A Wolfgang Puck's attorney. Chinois'
21 attorney.

22 Q Did you have an attorney represent you when
23 this was prepared?

24 A I did not.

25 Q Do you recall the name of the attorney for



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1 Wolfgang Puck who drafted this?

2 A I believe it was Steve Wolf.

3 Q Did you have any meetings with Mr. Wolf?

4 A No. I --

5 Q Your answer is no?

6 A No, I did not with Steve Wolf.

7 Q Who did you meet with to negotiate this
8 agreement?

9 A Joe Essa.

10 Q Who he is?

11 A Joe Essa is an executive with Phase II Chin
12 in the Wolfgang Puck Fine Dining Group.

13 Q Do you understand him to be a partner?

14 A I do understand him to be a partner.

15 Q How many meetings did you have with Mr. Essa
16 to discuss this management agreement before it was
17 executed?

18 A I don't know how many meetings I had with
19 him. We discussed things from June of 2001 and I
20 believe that we got this signed sometime in mid to
21 late 2002.

22 Q Your discussions with Mr. Essa, how were
23 those initiated? Who initiated those?

24 A I originally called Tom Kaplan and heard
25 that they were -- or that they had a nightclub

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1 operation that was going to go into their location and
2 it fell out and that I had an idea of operating one
3 there and that I had experience operating nightclubs
4 in New Mexico and would like to talk to him. And in
5 that first meeting with them in June of 2001, Joe Essa
6 was one of the people who attended the meeting with
7 Tom Kaplan.

8 Q So, did Joe Essa sort of take over the
9 responsibility of negotiating this management
10 agreement?

11 A That's the person that I dealt with directly
12 on this.

13 Q What do you recall of your discussions with
14 Mr. Essa in relation to this?

15 A Oh, they wanted to have an operation
16 upstairs. They wanted to keep control of the
17 operation upstairs and didn't want it to be a separate
18 entity. They would like to find a management crew
19 that would run it and operate it under their terms and
20 conditions. And this is what was provided to us as
21 what was agreeable to them and it was expressed to us
22 that it would be approved by Simon for us to be able
23 to operate.

24 Q Did you ever talk to Mr. Essa about a
25 sublease?

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1 A Never.

2 Q The term sublease was never used?

3 A It wasn't something that they were -- it
4 wasn't something that they were contemplating.

5 Q So, the term was never used?

6 A I don't know if it was never used, but it
7 certainly wasn't what was ever the direction that we
8 were discussing working this business. It was always
9 discussed as -- Well, what was available to us here
10 was an operating agreement. A management agreement
11 It was not a lease.

12 Q I assume you reviewed this management
13 agreement before you signed it?

14 A I did.

15 Q Did you make any changes to the agreement
16 that was first presented to you?

17 A I think it went back and forth a couple
18 times to try to get a few points made. We honestly
19 didn't get a whole lot of negotiation on this
20 particular project. It was one that I was -- or I
21 wanted to do and so I might have made some allowances
22 that I might not make in a future deal.

23 Q Did Mr. Essa ever discuss with you the terms
24 of Chinois' lease with the Forum Shops?

25 A He expressed to me that there would have to

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1 be an approval process that they would go through in
2 order for this to become allowable. And, in my
3 conversations with the Forum Shops management prior to
4 us opening, there was 100 percent disclosure on
5 everything that was going on and how it was working
6 prior to us coming to Las Vegas and moving to
7 Las Vegas and investing the money to change the
8 upstairs into a nightclub facility.

9 Q Did Mr. Essa ever indicate to you or did
10 anybody ever indicate to you that this management
11 agreement was -- that this agreement was structured
12 this way to avoid certain obligations in the lease?

13 A No.

14 Q Now, this agreement makes specific reference
15 to Forum Developers Limited Partnership, doesn't it?

16 A What's that?

17 Q This agreement, management agreement,
18 Exhibit 1, makes specific reference to Forum
19 Developers Limited Partnership?

20 BY MS. OLIVEROS: Can you point us to a
21 specific area and --

22 BY MR. MCCREA:

23 Q Recital A.

24 A Then I would say yes.

25 Q And, in fact, this agreement indicates that